P28

Scott. II-27—4

Revenue (1937) Departm

hs SERIES.

G.O. No. 913

DATED 3-5-37

[Despatch Abstract.]

[illegible] - Rangoon Mint - Cawnpore Mint - Calcutta Bazar [illegible] - Sanctioned.

C.F. 31

REVENUE DEPARTMENT.

CURRENT No. 268 F

Received 1 JAN 35 19 Registered 16.135 19

Subject.

Lease - Land within port limits - (South Kanara) - Mangalore taluk - Casba Bazaar village - Plot No. 1832 - Non marine purpose - The Canara Bank Ltd.

ENCLOSURES.
No.
Spare copies

Reference No. B.5504/34-3

Station Madras., Dated the 8th January 19 35

From

A.R.C. Westlake Esq., I.C.S.,
Secretary,
The Board of Revenue, Land Revenue. Revenue Settlement, etc. Separate Revenue.

G.T. Boag Esq., C.I.E., I.C.S.,
Commissioner of Land Revenue.

~~Resolution~~ Reference.

Read the following:-

Letter from E.M. Gawne Esq., I.C.S., Collector of South Kanara, No. Ref. on 3094/34-B2 dated 7-9-1934.-

I request the sanction of the Board to lease out to the Canara Bank Ltd., Mangalore, for a term of 25 years, for non-marine purpose, plot No. 1832 of Casba Bazaar village lying within the limits of Mangalore Port.

2. An eye-sketch of the plot is enclosed; the plot measures 5 cents (2178 Sqft) and adjoins the Landing and Ship Lay and reclamation area, for which Government have prescribed, in their order No. No. 318 Finance (Marine) Department dated 1-8-1933, a revised rate of rent of Rs.6 per 100 square feet or part thereof per annum. The plot has been leased out to

p 9 of

vide p 8 of (E) & 4th line p 4 of (E)

one Nagar Damodar Shanbhogue, for non marine purposes, for a period of 3 years from 27-11-1930 at the rate of Rs.25/- per acre per annum. When that lease expired, the Canara Bank Ltd. Mangalore, who had purchased from Nagar Damodhar Shanbhogue the leasehold right over this plot along with the ownership of T.S. 451 lying to its east applied for a renewal of the lease. In the course of the enquiry instituted with reference to the question of renewal, it was found by me that the rent fixed was inadequate in view of the special facilities which the plot enjoyed and I offered to the General Manager of the Bank in consultation with the Port Officer, Mangalore, a renewal of the lease at the same rate of rent as had been fixed by Government for leases for land within the Landing and Shipping Fund reclamation area, to which the plot lies so close.

3. The offer has been accepted by the General Manager on behalf of the Bank. He requests, however, in view of the fact that the plot contains substantial structures erected by the Bank as portion of its business premises, the Bank may be granted a long term lease, with powers of alienation subject to the terms of the lease, and with special clause in the lease deed allowing the Bank to remove any buildings that may exist on the plot at the termination of the lease or in the alternative agreeing to pay the value of such buildings to the Bank. As the premises are used for a bank it follows that they have to be of a substantial character and I recommend a lease for 25 years to the Bank under the usual conditions with additional clauses (i) that the Bank shall be allowed to sublet the premises and that it shall have the first option of renewing the lease at the end of 25 years and (ii) that in case the lease is not renewed Government may either allow the lessee to remove the buildings at his own cost or sell the materials thereof by auction and pay the sale proceeds to the lessee. A lease on such terms for twenty-five years would be more profitable than a sale of the plot and the safeguards suggested by me are reasonable concessions which may be granted to the Bank.

4. I am asking for the Board's orders in this case as B.S.O. 15 (35) (vi) does not specify the term of years to which a lease of land within port limits for non-marine purposes should be restricted and the usual period for which such leases have hitherto been granted here is six years, which is not at all suitable in cases like the present where, in view of the frontage on the port, substantial buildings have necessarily to be raised.

II

Letter from W.F. Gawne Esq., I.C.S., Collector of South Kanara, No. Ref. 3094/34-R2 dated 11th December 1934.

REFERENCE.

Submitted to Government.

2. The Board supports the Collector's proposal. A draft of the lease deed proposed to be issued in favour the Canara Bank Ltd., is enclosed.

3. The rent due for the period 27-11-1933 to 26-11-1934 is reported to have been collected from the Bank and remitted into the treasury on 15-10-1934.

12.1.35

for Secretary.

To the Secretary to Government, Revenue Department

with a lease deed and a sketch.

v.c/10.1.

Draft lease.

This Indenture made the day of 1938 between the Right Honourable the Secretary of State for India in Council hereinafter referred to as the Lessor (which expression where the context so admits shall include his successors-in-office and assigns) of the one part and the Canara Bank Ltd., Mangalore, hereinafter referred to as the Lessee (which expression where the context so admits shall include its successors and assigns) of the other part.

Witnesseth that in consideration of the rent hereinafter reserved and of the covenants of the Lessee hereinafter contained the Lessor doth hereby demise and lease unto the Lessee All that piece or parcel of land situate within the limits of the Port of Mangalore in the Presidency of Madras and being more particularly described in the schedule hereunder written and delineated in the plan ~~in sketch~~ hereunto annexed Together with all rights easements and appurtenances to the same To Have And to Hold the said piece or parcel of land for a period of 25 (twenty five) years commencing from the 27th November 1933 but nevertheless determinable by the Lessor as is hereinafter provided, yielding and Paying therefor yearly in advance into the Government Treasury at Mangalore during the tenancy on or before the 1st day of March in each year the rent of Rs.132-0-0 the first of such payments having been made on the 15th October 1934.

(Yielding and Paying in the event of and immediately upon this demise being determined by re-entry under either of the provisos for re-entry hereinafter contained a proportionate part of the said rent for the fraction of the current year up to the day of such re-entry, the said rents to be paid clear of all deductions.)

And the Lessee hereby covenants with the Lessor as follows:-

(1) To pay the rent at the time and in the manner aforesaid.

(2) To pay all existing and future taxes, rates, assessments and outgoings of every description, for the time being payable either by Lessor or Lessee, in respect of or charged upon the said premises.

(3) Not to assign or underlet or part with possession of the demised premises or any part thereof during the demise without the previous ~~licence~~ consent in writing of the Collector of South Kanara for and on behalf of the Lessor.

(4) On the determination of this lease either by ~~the~~ efflux of time or by re-entry under the provisos hereinafter contained to deliver to the Collector of South Kanara, for and on behalf of the Lessor, the said premises with all additions and fixtures thereto, without any compensation.

This condition nevertheless being subject, in case the lease is determined by efflux of time and not by re-entry under the provisos hereinafter contained,

to the right of the Lessee to have the first option of renewing the lease at a rent which shall at the time of renewal be fixed by the lessor and which shall not necessarily be the rent now reserved by this lease, for such time and subject to such conditions as shall be determined by the Lessor,

and to the further right of the Lessee to remove the buildings and all other fixtures on the said premises at his own cost within a period of one calendar month after such determination.

3. The Lessor hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and observing and performing the several covenants, herein contained and on the Lessee's part to be performed and observed, may peaceably and quietly hold and enjoy the demised premises without any interruption (except as hereinafter provided) by the Lessor or any person rightfully claiming under or in trust for the Lessor.

4. Provided always and it is hereby expressly agreed and declared by and between the parties hereto that in case the

rent hereby reserved or any part thereof shall be unpaid for one month after becoming payable (whether formally demanded or not) or if and whenever there shall be a breach of any of the covenants by the lessee herein contained then and in any such case it shall be lawful for the lessor or for any officer of the lessor authorised by the Government of Madras in this behalf to re-enter upon any part of the demised premises in the name of the whole and thereupon this lease shall absolutely determine in which case the lessee shall be entitled to remove within a period of one month of such determination any buildings erected by him on the demised premises and PROVIDED Also that if and whenever the Government of Madras require the demised premises or any part thereof at any time prior to the expiration of the said term it shall be lawful for the Collector of South Kanara or any officer authorised in that behalf by the Government of Madras to determine the present demise upon giving six calendar months previous notice in writing to the lessee of the intention to terminate the same, without payment of any compensation whatsoever provided that in such case the lessee may remove within the said period any buildings erected by him on the demised premises or request the Collector of South Kanara to sell within the said period the materials of the buildings by auction and to pay the sale proceeds to him (the lessee).

In witness whereof the Collector of South Kanara by and under the order of His Excellency the Governor of Fort St. George in Council acting for and on behalf of the lessor, and

the duly constituted attorney of the lessee have hereunto set their respective hands and seals the day and year first above written.

The Schedule above referred to.

All that piece or parcel of land situate in the Town and within the port limits of Mangalore, in the Registration sub.district of Mangalore in the Registration district of South Kanara and bounded on the north, south and west by port reclaimed land on the east by T.S.No.451 of Casba Bazaar village and bearing ~~Survey~~ No. T.S. No. 1032 of Casba Bazaar village, Mangalore town and containing on the whole by admeasurement nil acres 5 cents or thereabouts.

Signed, sealed and delivered by the abovenamed in the presence of

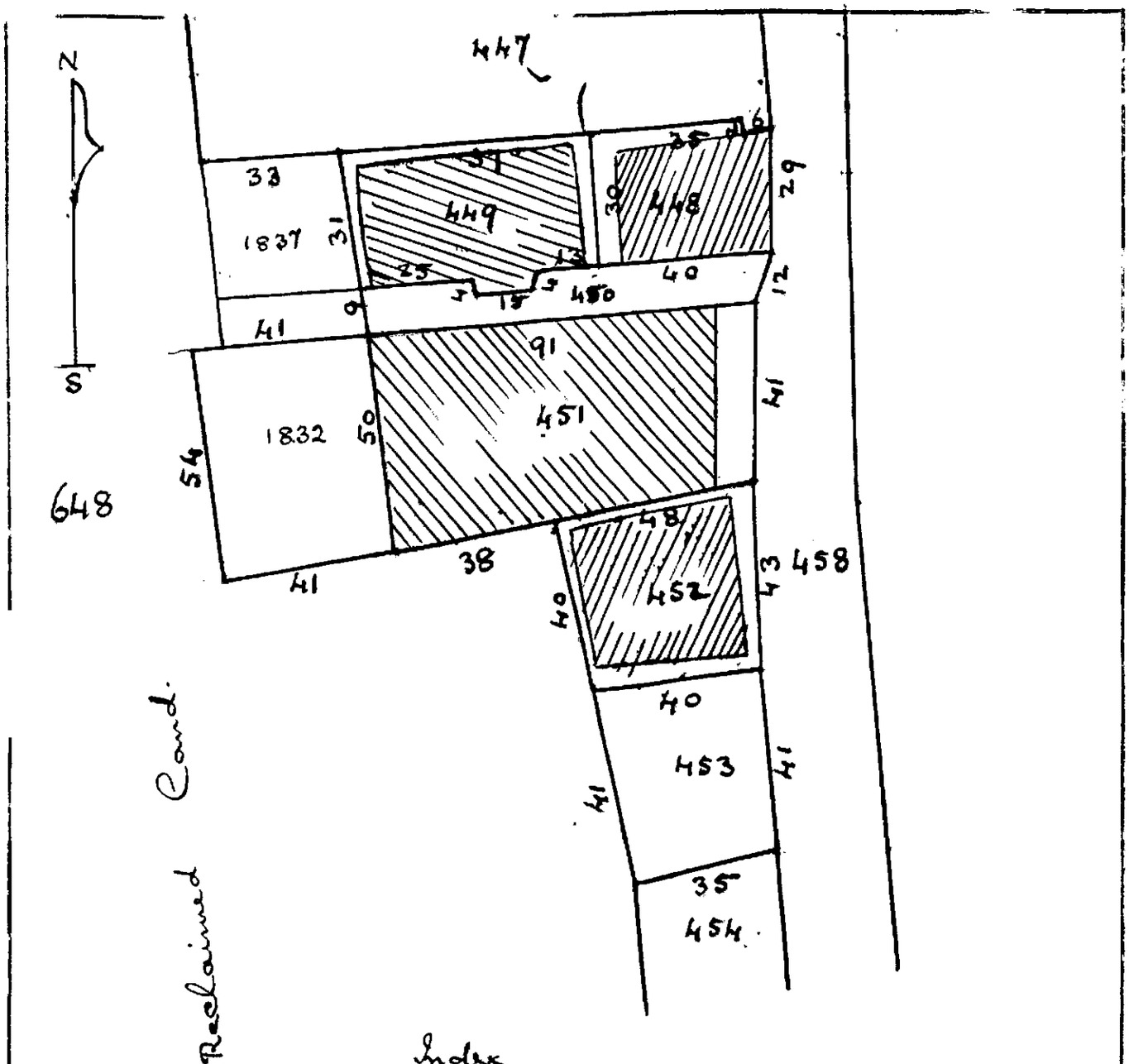
R.F. XVII-28

District South Kanara

Taluk Mangalore

Village { No. 91
Name Cashe Bajaar.

Field No 1832 Area 0-5 Acres.



Index

T.S. No and Subdivision	Description
451 .	Plot purchased by the authorities of the Canara Bank.
1832 .	Plot to be leased to the said Canara Bank and which was leased out previously to Mr. Nagar Damodar Shanbhagh
1837 .	Plot assigned to Rukmini alias Saraswathi Amma.
450 .	Poramboke Lane.
648 .	Reclaimed Land.

Scale inch=~~(One Chain.)~~ 33 feet.

C. B. Shanbhagh
27.2.36.

R.F. XVII-26.

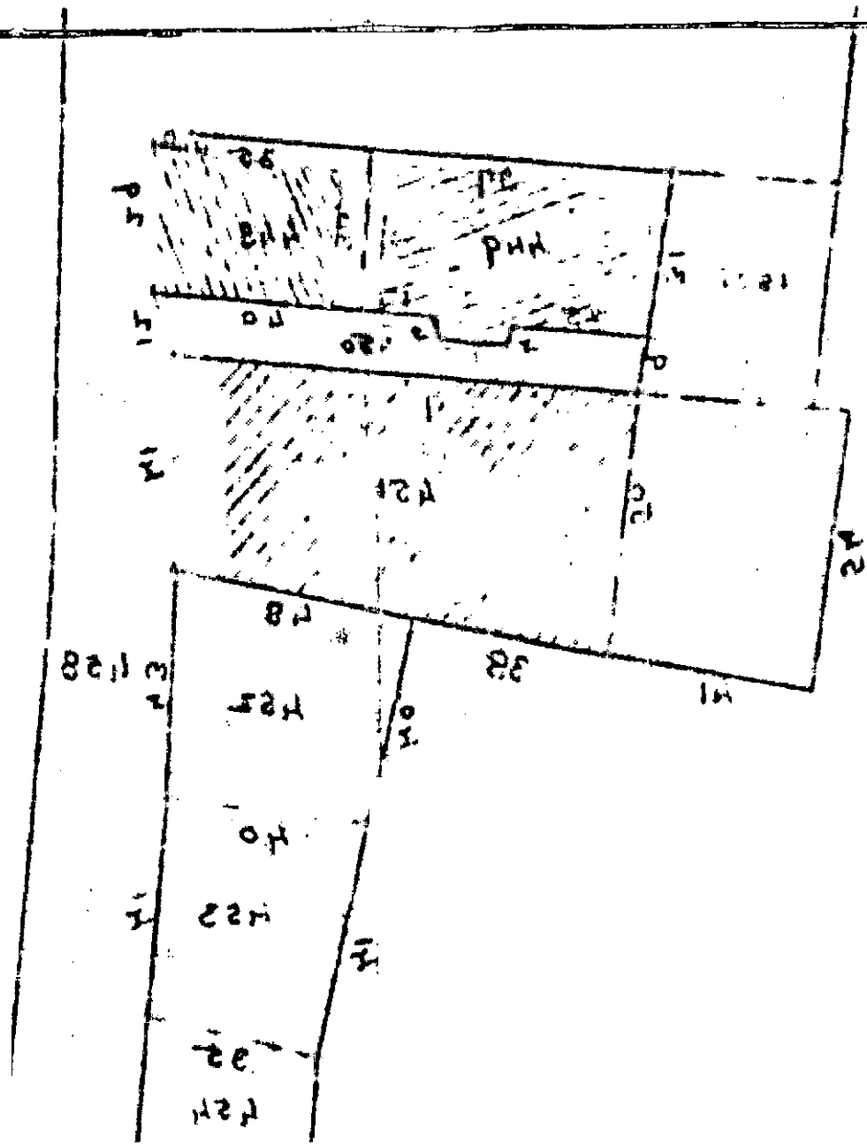
R. F. XVII-25—300,000—1-1-88.

District

Taluk

Village { No. / Name

Field No. Area Acres



Scale inch=One Chain.

Rev Dept

Lease - Land within port limits - (S. Kanara) - Mangalore Tk - Basta Bazar village - Plot No 1832 - Non-marine purpose - The Canara Bank Ltd.

G.O. No 268 F/35 — From the Bd's Offr (L. Rly) Lr No B 5504/36-S. dt 8.1.35

To R.S.

Please see the Bd's lr in the cf. It is proposed to lease ~~the~~ a plot of land which lies within port limits for a non-marine purpose for a period of 25 yrs to the Canara Bank Ltd, Mangalore. The rent to be charged for the land has been fixed at (Rs 132/- at the rate of) Rs 6/- per 100 sq ft with reference to the orders in G.O. No 318 Fin (Mar) dt 1.8.33.

para 1 at p 1 cf

vide p 5 cf

(E)

2. Attention is invited to G.O. No 4608 F/34 dt 22.10.34 in which the Bd was asked to fix the scales of rent to be charged on lands leased out within port limits by the Rev dept for non-marine purposes and to submit for the approval of the Govt the necessary instructions to be incorporated in the B.S.O. The Bd's reply is awaited. It is for orders whether the present case may ~~be~~ lie over till the receipt of the Bd's reply in that case for the purpose of determining the rent to be charged.

1 to 10 cf 0/2 F

May lie on 4 21.1.35

25.1.35

21.1.35

12 Z

To us

Please see

(1) the Board's reference at Pr 1-3 cf

and (2) the note on p 1 ante

2. The Board's reply to memo no 4608 F/34 dt 22.10.34 referred to in para 2 of the note was received on 28.9.35, but as the rates proposed were not on a uniform basis the Board was asked to examine the question further and to submit a revised list. The revised list was submitted by the Board on 12.10.36 and a further reference has been sent to the Board in the matter on 6.1.37 The Board's reply to it has not been received — Pr 9-10 cf in the L.F. file — Pr 11 cf in L.F. file — Pr 20-21 cf in L.F. file — Pr 22-32 cf in L.F. file — p 40-41 cf in L.F. file

3. So far as this file is concerned it is sufficient to know whether the rate of rent proposed by the Board requires any alteration in view of the proposal in the linked file. The rate of rent proposed by the Board for the lease of the land in question is at ~~the rate of~~ Rs 6/- per 100 sq ft. or about Rs 2614 per acre. This rate was calculated on the basis of the rent fixed for the land within the Landing and Shipping Fund reclamation area to which the plot lies so close and in view of the special — p 1 cf (1 acre = 43560 sq ft) — para 2 note 2 cf — p 2 cf

facilities which the plot enjoyed

The rates proposed in the linked file for the lease of lands within the limits of the Mangalore port are in the list at p 32 of since delinked in the linked file and they are very much less than the rate proposed for the land in question and which has been accepted by the General Manager on behalf of the Board. para 3 on p 2 of (A), at p 32 of in LF printout It will be seen from the Statement that specially valuable lands for which special rates are now in force have been excluded and the rates proposed will not affect the rates for such lands. ~~It is not clear whether~~ the land in question is ~~or not~~ apparently a specially valuable one ~~and if it is not what exactly should be the rate of rent, as the rate proposed by the Board for land not required for purposes connected with the existence of the port is Rs 50 to 100 per acre.~~ ~~for or~~ ~~whether the Board may be asked about it or whether the rate~~ and the rate of Rs 132 proposed by the Board and which has been accepted by the proposed lessee ~~@ Rs 264/- per acre~~ may be adopted. The draft lease form of the lease dated at pp 5-8 of will also require modification with reference to the form adopted in the case of the leases to the M.C.C and the Tuticorin Ladies Recreation club dated 9-1-97.

- For land not required or likely to be required for purposes connected with the existence of the port & not used for agricultural purposes

- Under Land Columns — p 32 of vol 1.

- Rs 50 to 100 per acre

in G.O. No 1644 and 1646 dated 23-4-96 (and post up)

The two main points for consideration are (1) Period of the lease & (2)

(C)

(2) Rate of Rent.

(1) Period of lease

The General manager of the bank requests that in view of the fact that the plot contains substantial structures erected by the Bank as part of its business premises, the Bank may be granted a long time lease. The Collector recommends a lease for 25 years. The recommendation may be accepted. The same period i.e. 25 years has been fixed in respect of the lease of lands in the South Reclamation area of the Port. Vide para 3(1) on p 116 of P.O. No 2940 PWD dt 22.12.36

para 3 of Coll's letter on p 125

/ ditto / Sd 25/1 Jan 26/1

(2) Rate of rent

The rate proposed by the Collector & accepted by the Bank is Rs 6 per 100 square feet which is the rate fixed by Govt (for land within the reclamation area which adjoins the plot in question). The annual rent at this rate comes to Rs 1.32.

in P.O No 318 Fd(Genl) dt 1.8.33 (E)

Cf also para 3(11) on p 117 of P.O 2940 PWD 22.12.36 (T)

Submitted that the rent proposed by the Coll may be accepted.

/ Sd 25/1 Jan 26/1

The other proposals regarding the

15 5

lease contained in para 3 of the collection letter on pp. 2-3 C/F which are supported by the Board of Revenue may, I submit, be also accepted.

The remarks of P.W.D. & Finance may be invited.

Thu 25/1.
Asst
26/1

22/1 The form of the lease-deed will be scrutinized after the two questions above are settled in consultation with P.W. and Fin.

Thu 25/1.
S.
26.1.37

ASST. SECRETARY TO GOVT. 27 JAN 1937 PUBLIC WORKS DEPT.

Rev no 268 F/35-4
26.1.37.
(with l.b. 4608 F/34)

P.W.D.
Finance

P. W. (Mar...)

(T) Attention is invited to g.o. no. 2940 P.W.D. 3/12 34 dt 30.12.36. In that case it has been ordered that the reclamation area of 5 acres adjoining the ~~area~~ plot of 5 cents mentioned in this file may be leased out in plots for a period of 25 years and the same course is proposed here also.

para 2 on p 1C/F

para 3 (1) on p 11b of (T)

The file may be passed on to Finance.

P.W. no. 234 Mar-1
12-2-37
13 FEB 1937

12.2.37
11.2.37
12/2/37
S. 12/2

5547 Aus

16 16

Finance (Accts) Deptt

The proposal is to lease out to the Canara Bank Ltd., Mangalore, a plot of land lying within the limits of Mangalore port for non-marine purpose subject to the following terms :-

(i) The period of lease shall be 25 years; — Para 3 on p 2 C.F

(ii) The rate of rent shall be Rs 6 per 100 sq. ft. (The annual rent for the land works out to Rs 132 per annum); — page 1 C.F = area 2178 sq ft (p. 1 C.F)

(iii) The Bank shall be allowed to sublet the premises and it shall have the first option of renewing the lease at the end of 25 years; and — Para 3 on p 2 C.F

(iv) In case the lease is not renewed, Govt. may either allow the lessee to remove the buildings at his own cost or sell the materials thereof by auction and pay the sale proceeds to the lessee.

Conditions (iii) and (iv) above are proposed in addition to the usual ones

2/ Conditions (i) and (ii) in para 1 above

These are supported by the Board and are accepted by Revenue. They may be accepted in this deptt also. — page 3 C.F and page 4 ante

24.2.83

P.T.O.

3. Conditions (iii) and (iv) in para 1 on page 6 ante. ~~It is not clear what conditions are~~ The Collector considers that a lease on the terms proposed would be more profitable than a sale of the plot and the safeguards suggested are reasonable conditions which may be granted to the Bank. In view of this the conditions may be accepted.

Page 2 C.F.

Vy
ve. 2.37
D.W.D

4. The lease deed also provides that the land can be taken possession of by Govt., if it is required before the expiry of the lease upon giving 6 months notice without any compensation whatsoever.

page 1 C.F.

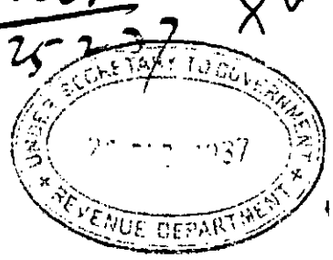
20/2/37
M
20.2.37
~~A.D.C.~~ D.S

Vy
24.2.37
D.W.D.
24-2-37

Vy
24/2

Rev

Fin no 5547 Audit
24/2/37
Rv 866F
25-2-37 XV



To us

Please see the notes from pp 5 and the P W D and Finance have agreed to the adoption of the period of the lease and the rate of rent as proposed by the Board and approved by this Deptt. The form of the lease deed proposed by the

Board of Revenue at [p.] 5-8 of the ~~conditions~~ draft deed lease that has been scheduled with the ~~conditions respecting the~~ lease granted to the Ladies' Recreation Club, Tuticorin in G.O. no. 2324 Rev of 3.11.36, and the following remarks are called for:

H 54-59 of (C)

The form of the lease proposed by the Board at p 5 of may be altered as indicated in pencil.

I have made a few alterations. (L)
vide draft of the deed at (L)

2) Lessee's Covenants.

For clauses (1) and (2) of the lessee's covenants clauses similar to (1) and (2) at p 5-5 of G.O. 2374 Rev of 3.11.36 may be substituted.

H 5-6 of (C)
(C)
Mw 12/3

clause (3) at p 6 of is unnecessary in view of condition (1) in para 3 at p 2 of which has been approved by Finance

p 7 ante

The additional clauses proposed by the Collector on p 2 of may be split up into three conditions as shown in pl (L)

Yes. The third condition should go under the Lessee's Covenants clause (III) to (V)
Mw 12/3

clauses (III) to (VI) at p 5-5 of (C) are unnecessary in the present case but a clause similar to clause (VII) may be inserted as clause (VI) and also clause (VIII) with the proviso

Mw 11/3
(III) (VI) Mw 11/3.
H 55-56 of (C)

excluding the portion shown within brackets on p 56 of (C) – In the present case the draft lease sent by the VO does not provide for payment of compensation in any circumstance.

clauses similar to (IX) ~~and~~ (X) and (XI) at p 56 of (C) are unnecessary in this case.

Yes but No (XI) at p 56 of (C) may be retained. HW 12/3

A clause similar to clause (XII) with its proviso at p 57 of (C) may be added as clause ~~(XIII)~~ (VI) HW 12/3

Lessor's Covenant.

A clause similar to clause (1) of the lessor's covenant at p 57 of (C) may be inserted as clause (1) instead of para 3 of ~~at~~ at p 6 of. HW 12/3

at p 57 of (C) + clauses (6)+(7) clause (2) are unnecessary in the present case and clauses similar to (3) (4) (5) and (8) omitting the portion within brackets, may be inserted in clause (5) as clauses (2) (3) ~~and~~ (4) and (5).

as p 58 of (C)

Bon p 57 of (L) as drafter makes no sense. May be deleted HW 13/3.

A Draft of the lease deed on the above lines is duly ~~forwarded~~ at fol (L). The alterations indicated in the draft may also be carried out

For orders

9.3.37 h 193

I have made a few verbal alterations. It seems desirable to have this & lease [at (L)] scrutinized by Legal. HW 13/3 S.

20

Instruct a clear copy
of Pts. 2. 3 & 5 of the lease at (L)
to be
16/3

TO W.S

A clean copy of Pts 2, 3 & 5 of the lease dead has been typed at (L)

W.
18/3/37

18/3.
S

The draft lease at (L)
is to be sent to the Legal
Dept for scrutiny.

to be
19-3-37

Legal.

Secy no 268 F/35-2
19.3.37

Legal Department

The draft lease at flag (L) has been checked in this Department.

x MS 18/4/37 S/T.

2. The alterations indicated in red ink thereon may be made.

3. The prohibition of ~~public~~ political meetings in clause 2 (iii) is very comprehensive and it may even be held to prevent the holding of a loyalty meeting

p. 2 of (L)

for example, on the occasion of the Coronation of His Majesty. The prohibition may be modified and limited to political meetings held without the consent of some Government officer, for example, the Collector of South Kanara.

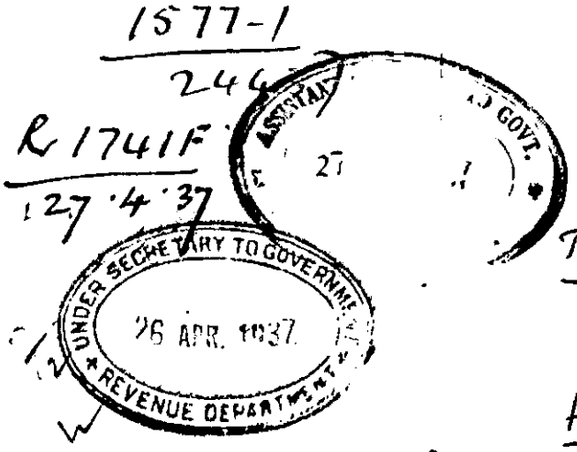
4. It is doubtful whether the provision about renewal - clause 3 (vi) - amounts to an enforceable contract, as everything is left vague. The Advocate-General held that a stipulation for renewal couched in somewhat similar terms was not legally enforceable. See pages 35-36 of the papers in flag (S). But the clause here in terms only gives the right of renewal to the lessee and does not confer a similar right on the lessor, viz. the Government. It is presumed that this is the intention, and if so, the Government need not ~~quarrel with~~ take exception to the clause as drafted.

K. M
25/4/37

Rev
24/4/37

Rev

1577-1
246
R 1741F
27.4.37



To us

Rev Dept

A draft order is invited for approval.

A above. It is not intended that the Govt should have the power to insist on the lease being renewed by the lessee. In case the lease is not renewed the Govt may either allow the lessee to remove the buildings at his own

28/4/37

22 12

Cost & sell two materials transfer by auction
& by the sale proceeds to the Lessee – No
alteration in clause 3(VI) as called for

29/4

The draft order may issue

1.5.37

23

Draft lease deed.

This Indenture made the day of 193 between His Excellency the Governor of Madras hereinafter referred to as the Lessor, (which expression where the context so admits shall be taken to mean and includes his successors in office and assigns) of the one part and the Canara Bank Ltd., Mangalore, hereinafter referred to as the Lessee, (which expression where the context so admits shall be taken to mean and include its successors and assigns) of the other part.

Whereas the lessee has applied to the Government of Madras for a lease of the piece or parcel of land described in the Schedule hereto and delineated in the plan hereto annexed, and (His Excellency the Governor) of Madras has agreed to grant the same upon the terms and conditions hereinafter contained.

Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the rent covenants and conditions (hereby reserved and the) on the part of the lessee hereinafter contained, the lessor hereby demises unto the lessee all that piece or parcel of land situate within the limits of the Port of Mangalore in the Province of Madras and being more particularly described in the schedule hereunder written and delineated in the plan hereunto annexed, To Hold the said piece or parcel of land for a term of 25(twenty-five) years from the 27th Day of November 1933.

Yielding and paying therefor annually during the said term into the Government treasury at Mangalore the sum of Rupees 132/- (Rupees one hundred and thirtytwo only), such yearly rent to be paid on or before the of each year clear of all deductions, the first of such

payments having been made on the 15th Day of October 1934 and subject to the lessee's covenants and other conditions and payments hereinafter appearing.

2. And the lessee hereby covenants with the lessor as follows:--

(i) To pay the reserved rent at the time and in the manner aforesaid and to pay interest at six per cent per annum upon all rent in arrear from the date upon which the same became payable and the same shall be recoverable as arrears of land revenue.

(ii) To pay all rates, taxes, cesses, charges and other outgoings whatsoever for the time being payable either by the landlord or the tenant in respect of the demised premises or any buildings for the time being standing thereon or any part thereof and to carry out all necessary repairs and to maintain the boundaries of the demised premises.

(iii) Not to use the land and the building thereon, if any, for political meetings.

(iv) Not to claim any compensation for any buildings which the lessee has erected or may hereafter erect on the said premises. Provided that the lessee shall have the right to remove all such buildings, machinery, if any, and other property of every description belonging to them from the premises before the expiration of the lease hereby granted:

(v) If the (Provincial) Government ~~of Madras~~ requires the premises or any portion thereof for any public or State purpose during the currency of the lease, to relinquish the same within a period of six months after the receipt of a written notice to that effect, without claiming any compensation whatsoever.

(vi) Not to work any gold or other minerals or coal or other materials on the demised premises, the right to such gold or other minerals, coal or other materials being reserved to the lessor with liberty to work the same in such manner as the lessor may deem fit.

(vii) To deliver up to the ~~said~~ Collector of South Kanara district for and on behalf of the lessor at the expiration or sooner determination of the said term the demised premises in all respects in such state and ~~xxxxxxxx~~ condition as

shall be consistent with the due performance of the several covenants herein contained.

Provided always and these presents are upon the express condition that if and whenever the rent hereby reserved or any part thereof shall remain unpaid for 21 days after it became payable whether formally demanded or not or if and whenever there shall be a breach of any of the covenants by the lessee herein contained it shall be lawful for the lessor at any time thereafter to re-enter upon any part of the demised premises in the name of the whole and thereupon this demise shall absolutely determine and the lessee shall not in such event be entitled to any compensation whatsoever.

3. The lessor hereby covenants with the lessee as follows:—

(i) To permit the lessee on his paying the rent hereby reserved and observing and performing the several covenants and conditions on his part herein contained, peaceably and quietly to hold and enjoy the demised premises during the term hereby granted subject as herein provided, without any interruption by the lessor or any person rightfully claiming under or in trust for him,

(iii) To permit the lessee to sub-let the premises

(iii) To permit the lessee at any time to terminate the lease and to relinquish the demised premises after giving six months' notice in writing to the Collector of South Kanara of his intention so to do,

(iv) In the event of the lessee giving up the demised premises, or the term hereby granted being terminated through failure on the part of the lessee to abide by its terms, to allow the lessee to remove at his own cost from the demised premises within six months after the termination of the demise any building or other structures which may have been erected on the said premises, or to sell the materials by auction and to pay the proceeds to the lessee, but not to give any compensation whatsoever for anything that the lessee may leave behind after the expiry of the said period of six months,

(v) To permit the lessee to effect such improvements to the demised premises as are not contrary to the terms ~~stipulations and~~ (and conditions) covenants herein contained,

(vi) To permit the Bank to have the first option of renewing the lease at the end of 25 years at a rent which shall at the time of renewal be fixed by the lessor and which shall not necessarily be the rent now reserved by this lease and for such time and subject to such conditions as shall be determined by the lessor.

4. Provided always and it is hereby agreed and declared that if any dispute, question, difference or controversy shall arise between the said parties to these presents as to the meaning of any clause matter or thing herein contained or the construction thereof or anything to be done under the covenants or agreements herein contained or any matter in any way connected with

these presents or the operation hereof or the rights duties or liabilities of either party in connection with the premises, then and in every such case the opinion of the ~~Government~~ Governor of Madras shall prevail and shall be final and conclusive between the parties hereto.

In witness whereof . . . . . , Secretary to the Government of Madras in the .. Department ~~the Collector of South Kanara District~~ by ~~and under the~~ order (and direction) of ~~His Excellency~~ the Governor ~~of Fort Saint George in Council, acting for and on behalf of the lessor~~ has hereunto set his hand ~~and seal~~, and the common seal of the lessee was hereunto affixed, the day and the year first above written.

Schedule.

All that piece or parcel of land situate in the town and within the Port limits of Mangalore in the Registration sub district of Mangalore in the Registration district of South Kanara and bounded on the north, south and west by port reclaimed land on the east by T.S.No.451 of Kasba Bazaar village and bearing No.T.S.No.1832 of Kasba Bazaar village, Mangalore town and containing on the whole by admeasurement nil acres 5 cents or thereabouts.

Signed, sealed and delivered by . . . . . ~~the Collector of South Kanara district~~ in the presence of

Secretary to the Govt. of Madras in the . . . Department,

The common seal of the Bank was hereunto affixed in the presence of

9/3/37 W.673

35

DRAFT FOR APPROVAL. C.F. 16.

	Date.	Initials.
When received for fair copying		
When copied	9/5	
When examined	9/5	
When signed		
When despatched.		

SUBJECT :— Grant of land measuring 5 cents in plot No. 1832 of Casba bagar village, Mangalore taluk, S. Kanara Dt. to the Canara Bank Ltd., Mangalore.

Rev Dept

C&B
Pl. send 2 BCs of the lease deed for perusal & return
at (L)
8/5/35

READ AGAIN _____, dated _____ 19____.

" " _____ " _____ 19____.

READ *ALSO* :—

C No. 268 F/35 From the Bd of Rev Ryts B. 5504/34-3 of 8-1-35 19____. cf

" _____ " _____ " _____ " _____ 19____.

" _____ " _____ " _____ " _____ 19____.

Order ~~Resolution~~ Ms. ~~Rout.~~ No. 913, dated 3.5.37 19____.

The Govt sanction the lease in favour of the Canara Bank Ltd., Mangalore of the land measuring 5 cents in plot no. 1832 of Casba bagar village, Mangalore taluk, S. Kanara Dt. subject to the conditions specified in the draft lease deed annexed to this order.

h 1 cf

clk
h
7.5

Dft Rev
4/5/37

To the Bd of Rev.
Copy to Pwd.

Annexure

28/4/37 [H.E. as at Ht-6 at (L)]

h
29/4/37

1/5.

1.5.37

Draft Lease Deed.

This Indenture made the day of 193 between His Excellency the Governor of Madras, hereinafter referred to as the Lessor, (which expression where the context so admits shall be taken to mean and include his successors in office and assigns) of the one part and the Canara Bank Ltd., Mangalore, hereinafter referred to as the Lessee (which expression where the context so admits shall be taken to mean and include its successors and assigns) of the other part.

Whereas the lessee has applied to the Government of Madras for a lease of the piece or parcel of land described in the Schedule hereto and delineated in the plan hereto annexed, and His Excellency the Governor of Madras has agreed to grant the same upon the terms and conditions hereinafter contained.

Now this Indenture witnesseth that, in pursuance of the said agreement and in consideration of the rent hereby reserved and the covenants and conditions on the part of the lessee hereinafter contained, the lessor hereby demises unto the lessee all that piece or parcel of land situate within the limits of the Port of Mangalore in the Province of Madras and being more particularly described in the Schedule hereunder written and delineated in the plan hereunto annexed. To hold the said piece of parcel of land for a term of 25 (twenty five) years from the 27th day of November 1933.

Yielding and paying therefor annually during the said term into the Government treasury at Mangalore the sum of Rupees 132/- (Rupees one hundred and thirty two only), such yearly rent to be paid on or before the of each year clear of all deductions, the first of such payments having been made on the 15th day of October 193 and subject to the lessee's covenants and other conditions and payments hereinafter appearing.

2. And the lessee hereby covenants with the lessor as follows:-

(i) To pay the reserved rent at the time and in the manner aforesaid and to pay interest at six per cent per annum upon all rent in arrear from the date on which the same became payable and the same shall be recoverable as arrears of land revenue.

(ii) To pay all rates, taxes, cesses, charges and other outgoings whatsoever for the time being payable either by the landlord or the tenant in respect of the demised premises or any buildings for the time being standing thereon or any part thereof and to carry out all necessary repairs and to maintain the boundaries of the demised premises.

(iii) Not to use the land the building thereon, if any, for political meetings.

(iv) Not to claim any compensation for any buildings which the lessee has erected or may hereafter erect on the said premises. Provided that the lessee shall have the right to remove all such buildings, machinery, if any, and other property of every description belonging to them from the premises before the expiration of the lease hereby granted.

(v) If the Provincial Government requires the premises or any portion thereof for any public or State purpose during the currency of the lease, to relinquish the same within a period of six months after the receipt of a written notice to that effect, without claiming any compensation whatsoever.

(vi) Not to work any gold or other minerals or coal or other materials on the demised premises, the right to such gold or other minerals, coal or other materials being reserved to the lessor with liberty to work the
manner as

-3-

(vii) To deliver up to the Collector of South Kanara district for and on behalf of the lessor at the expiration or sooner determination of the said term the demised premises in all respects in such state and condition as shall be consistent with due performance of the several covenants herein contained.

Provided always and these presents are upon the express condition that if and whenever the rent hereby reserved or any part thereof shall remain unpaid for 21 days after it becomes payable whether formally demanded or not or if and whenever there shall be breanh of any of the covenants by the lessee herein contained it shall be lawful for the lessor at any time thereafter to re-enter upon any part of the demised premises in the name of the whole and thereupon this demise shall absolutely determine and the lessee shall not in such event be entitled to any compensation whatsoever.

3. The lessor thereby covenants with the lessee as follows :-

(i) To permit the lessee on his paying the rent hereby reserved and observing and performing the several covenants and conditions on his part herein contained, peaceably and quietly to hold and enjoy the demised premises during the term hereby granted subject as herein provided, without any interruption by the lessor or any person rightfully claiming under or in trust

[redacted] permit the lessee to sub-let the premises.

[redacted] ermit the lessee at any time to terminate the lease [redacted] ish the demised premises after giving six months' [redacted] ing to the Collector of South Kanara of his [redacted] o do,

(iv)

(iv) In the event of the lessee giving up the demised premises, or the term hereby granted being terminated through failure on the part of the lessee to abide by its terms, to allow the lessee to remove at his own cost from the demised premises within six months after the termination of the demise any buildings or other structures which may have been erected on the said premises, or to sell the materials by auction and to pay the proceeds to the lessee, but not to give any compensation whatsoever for anything that the lessee may leave behind after the expiry of the said period of six months,

(v) To permit the lessee to effect such improvements to the demised premises as are not contrary to the terms covenants and conditions herein contained,

(vi) To permit the Bank to have the first option of renewing the lease at the end of 25 years at a rent which shall at the time of renewal be fixed by the lessor and which shall not necessarily be the rent now reserved by this lease and for such time and subject to such conditions as shall be determined by the lessor.

4. Provided always and it is hereby agreed and declared that if any dispute, question, difference or controversy shall arise between the said parties to these presents as to the meaning of any clause matter or thing herein contained or the construction thereof or anything to be done under the convenants or agreements herein contained or any matter in any way connected with these presents or the operation hereof or the rights duties or liabilities of either party in connection with the premises, then and in every such case the opinion of the Governor of Madras shall prevail and shall be final and conclusive between the parties hereto.

In witness whereof .....,Secretary to the Government of Madras in the.....Department by order and direction of the Governor has hereunto set his hand, and the common seal of the lessee

lessee was hereunto affixed, the day and the year first above written.

Schedule.

All that piece or parcel of land situate in the town and within the Port limits of Mangalore in the Registration sub district of Mangalore in the Registration district of South Kanara and bounded on the north, south and east by port reclaimed land on the east by T.S.No. 451 of Kasba Bazaar village and bearing No.T.S.No.451 1832 of Kasba Bazaar village, Mangalore town and containing on the whole by admeasurement nil acres 5 cents or thereabouts.

Signed, sealed and delivered by ....
Secretary to the Government of Madras in the.....Department
in the presence of

The common seal of the Bank was hereunto
affixed in the presence of

S 101 F

Post copy of telephonic message.

Board of Revenue
M a d r a s, 13th May 1937.

From
The Additional Joint Secretary,
Board of Revenue.

The Under Secretary to Government,
Revenue Department.

Lease - Land - (South Kanara) - Port of Mangalore - Plot No.1832 - Canara Bank Ltd. - G.O.No.913 Ms. Revenue, dated 3-5-'37.

The draft lease deed annexed to the G.O. provides for the execution of the deed by the Secretary to the Government ..... Department. The land does not form part of the landing and shipping Fund Reclamation area. It therefore seems that the execution of the lease deed by the Collector, as usual, will be sufficient (vide also item 10 in the Appendix to G.O.No.648 Public (Reforms Department) dated 1-4-1937). Please let me know whether it is the intention of the Government that the lease deed, executed by the party, should be submitted to the Government for execution by the Secretary to Government.

2. There is no information in this office as to whether or not the lease-rent for the period commencing from 27-11-'34 has been collected from the lessee. The last sub-para of the preamble in the draft lease deed will require modification with reference to the facts regarding this point, to be ascertained from the Collector. Please let me know whether the Collector may be instructed to have such modifications as may be necessary made in the lease deed, before execution by the lessee, or whether the formal orders of the Government should be obtained for the necessary modifications, before the lease deed is executed by the lessor (on stamped paper).

for Addl. Joint Secretary.
13.5.37

m.p. 13/5

13/v

E 43

Rev. Dept.

Memo No. 2210/F/37-1 dated 29-5-37.

Lease - Land - (S. Kanara) - Mangalore taluk - Casba Bajaar village - Plot No. 1832 - Canara Bank Ltd. - Lease deed - Execution -

C.f. T.M. from the Board of Revenue dated 13-5-37

I R 29-7-37.

T R 28-8-37 Ret 6-9-37 Ret 6-9-37.

The Govt. agree with the Board of Rev. that ~~it is not sufficient~~ with the lease deed may be executed by the Collector of S. Kanara on behalf of the Govt. ~~The following amend-~~ ~~ments will be made~~ in the draft lease deed annexed to G.O. No. 913 Rev. dated 3-5-37,

p 37-41 of (c)

~~(1) for~~ the words "Secretary to the Govt. of Madras in the .... Dept." occurring in the second sub paragraph of para 4 ~~of the Schedule~~ and at the end of the deed after the Schedule, the words "the Collector of South Kanara District" shall be substituted.

p 40 of (c)

~~(2) for the words "Secretary to the Govt. of Madras in the .... Dept." occurring at the end of the Schedule substitute the words "the Collector of South Kanara".~~

p 41 of (c)

2. The Govt. ~~direct further that the draft lease deed required~~ have no information whether

4

4/4

~~any modification with regard to the~~
~~points mentioned in para 4 of~~ any
~~the said abovementioned~~ rent has been
paid by the Canara Bank,
Ltd., for the year commencing
from 27.11.36 or for any
subsequent period. The Collector
may be instructed to have
the necessary modifications
made in the lease deed with
reference to the facts regarding
this point.

3. The Board is requested to report
~~to the Govt~~ for the information
of the Govt the modifications
made in the lease deed with
respect to para 4 above

~~4. The Board of Rev is~~
also informed that it should
have made a formal
reference to the Govt in
the matter similar to
~~the telephone message~~

19.5.37

(dd 18.5.37) To the Board of Rev CRR ✓
Copy to the A.W.D. ✓

Desp
18.5.
1/6.

for orders as to
this passage

19/5

W.S. Peacy
2

19/5

C.F. 31—17,006—9-2-37.

Revenue **DEPARTMENT.**

CURRENT No. 3777F

Received ____ 19 *Registered* 7.7.37 19

Subject.

LEASE - Land (South Kanara) Mangalore taluk - Casba Bazaar village - Plot No.1832 - Canara Bank Ltd., - Modification in the lease deed - Collector's proposal - approved.

B.P. Mis. No. 2782

Station Madras, *Dated the* 31st August 19 37.

From

T.N.S.Raghavan Esq., I.C.S.,

Joint Secretary,
(L. & S.R.)
Board of Revenue.

J.F.Hall Esq., C.S.I., C.I.E., O.B.E., I.C.S.,
Commr. of Land Revenue.

Read the following paper:-

(c) G.O.No.913 Ms., Revenue, dated 3-5-1937.

Memorandum from Government, Revenue Department No.2210 F/37-1 dated 29-5-1937.

Letter from the Collector of South Kanara, Refce.2845/37- B2 dated 16-8-1937.

Resolution:

The Board approves the Collector's proposal in his letter cited above.

(True extract)

for Joint Secretary

To the Collector of South Kanara.

Copy to the Secretary to Government, Revenue Department. with a copy of the letter from the Collector of South Kanara Refce.2845/37-B2 dated 16-8-37.

VII/2.9.

Letter from M.R.Ry.Rao Bahadur M.V.Vellodi Avl., B.A., Collector of South Kanara, Mangalore, Ref.No.2845-37 B2. dt. 16-8-1937.

Lease - Land - (South Kanara) -Mangalore taluk - Casba Bazaar village - Plot No.1832 - The Canara Bank Ltd., - Mangalore - Lease for 25 years from 27-11-1933 - Draft lease deed - Modifications.

Board's Ref.B.No.5504-34-7 dated 10-6-1937.

The annual rent of Rs. 132/- due from the Canara Bank Ltd., Mangalore in respect of plot No.1832 of Casba Bazaar village, Mangalore taluk, for the years 1934-35, 1935-36 and 1936-37 (years commencing from 27th November) was collected and credited to the treasury on 9-12-1935, 28-6-1937 and 13-7-1937 respectively. With reference to these payments I proposed to modify the last clause of last sub-paragraph of the preamble in the lease-deed annexed to G.O. No.913 Ms., Revenue dated 3-5-1937, as follows:-

"the first four of such payments having been made on -- 15-10-1934, 9-12-1935, 28-6-1937 and 13-7-1937 respectively and subject to the lessee's covenants and other conditions and payments hereinafter appearing".

6.9.37.

Rev. Dept.

US

urgent

(9) c.f.

Lease - Land - (South Kanara) - Mangalore taluk Castle Bajaar village - Plot No. 1632 - Canara Bank Ltd. - Lease deed - Execution

T. M. from the Board of Rev. dated 13-5-37

To US.

Please see the tm. from the Bd of Rev in the c.f. The draft lease deed submitted by the Bd of Rev vide A at p 7 of fo. (C) provided for the execution of the deed by the Collector of S. Kanara. The draft as revised by this Dept. also vide Bd 33 of (C) provided for the execution of the deed by the Collector. But the Legal Dept. to whom the draft deed was sent for scrutiny altered the draft and made the deed executable by the Secy. to Govt. ~~It seems that the board deed can be executed~~ sufficient if the Collector executes the deed - vide item 10 at p 2 of fo. ... in pp 20 & 33 of (C)

(M) No. 648 Pub (Rep) Dated 1-4-37. [It seems that even in the case of lease of land for land lying within the Landing & Shipping limit reclamation area for non-marine purposes the Collector can execute the ~~lease~~ deed.]

2 in Bd's tm in the c.f. and S.O. 15-35(vii) at p 52 of B.S.O. Vol I (Bk No. 1)

The Board may be informed that the lease deed may be executed by the Coll^r and that it need not be submitted to the Govt. The necessary amendment to the draft lease deed may also be made

18/5

2. The lease is to run for a term of 25 years from the 27-11-1933. The rent for the ~~year~~ first year of the ~~lease~~ (from 27-11-1933 to 26-11-1934) was vide X at p 37 of (C)

48

Collected and remitted into the treasury on 15-10-1934 and this has been stated in the last sub para of the preamble to the draft lease deed ~~does not seem to the draft lease deed requires any modification as stated by the Board~~ ~~A draft may be submitted for approval. It may be sent to Legal for acceptance~~

para 3 at p 3 q (c)

o p 37 q (c)

p 1 c q.

(There is no information whether the rent for the second & any subsequent years of the lease has been paid. The Board may be asked to have suitable modifications made in the lease deed with reference to the facts regarding the ground. Orders of Govt seem to be unnecessary but the Board may be asked to ~~submit~~ report the ~~amend~~ modifications made in the deed in this connection.

Kl (18-5-37)

19/5

3. A Regr O.M. is submitted for approval & may be sent to Legal for acceptance with reference to para 1 above.

ASR
18.5.37

19/5

S Rao
19.5.37

Rev. no. no.
S) 101 F (37-1

Legal

19.5.37.

RTO

ASSISTANT SECRETARY
20 MAY 1937
199-0

LEGAL DEPARTMENT.

Accepted in this Department.

28/5

Rev

Legal 1990.1
28.5.37

Rev 2210F
31.5.37

Issue 29/5

UNDER SECRETARY TO GOVERNMENT
29 MAY 1937
REVENUE DEPARTMENT

ASSISTANT SECRETARY TO GOVT.
3 JUN 1937
REV.

Issued as O.M.No. 2210F/37-1 dy 29.5.37
From the Boyder, A.P. 2782 dy 31.8.37.

To U.S.

Please see the note from ante, the O.M. at ff 3 ante and the Bds' refee at ff 5-7 ante.

2. The necessary modifications have been made in the lease deed with reference to para 2 of the O.M. These papers may be lodged and stitched with G.O.No. 913 Rev dy 3.5.37.

7.9.37

7.9.37

9/9.